

Product Bulletin



Valent U.S.A. Corporation
1300 N. California Blvd
Walnut Creek, CA 94596-4554

FOR DISTRIBUTION AND USE ONLY IN THE STATE OF IDAHO
ORTHENE® 75 S (Soluble Powder or Water Soluble Packet Formulations)
FOR INSECT CONTROL IN CARROT SEED CROPS
EPA Reg. No. 59639-26
EPA SLN No. ID-010016

	By Wt.
Active Ingredient	
Acephate (O,S-Dimethyl acetylphosphoramidothioate)	75%
Other Ingredients	25%
TOTAL	100%

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

DO NOT APPLY THIS PRODUCT THROUGH ANY TYPE OF IRRIGATION SYSTEM

CARROTS (Seed Crop Only)

Apply ORTHENE 75 S at a rate of 1 1/3 lb. per acre in a minimum of 10 gallons per acre spray volume for the suppression of lygus bugs in seed carrots. It is suggested that a buffering agent be added to stabilize the spray solution and that an anti-drift agent be added to minimize off-target movement. Repeat the application as necessary to maintain control, but do not make more than 2 applications per season.

RESTRICTIONS:

1. Do not apply more than 2.66 lbs. of ORTHENE 75S per acre per year.
2. This product is highly toxic to bees exposed to direct treatment or residues on blooming crops or broadleaf weeds. Do not spray if there is another seed field within 1/4 mile that is being pollinated. Do not apply this product to blooming carrot seed crop during the pollination period. Apply at the end of the pollination period. Bee colonies used for pollination must be removed from the field being treated prior to the application.
3. Do not apply to carrots grown for fresh market or processing.
4. All carrot seed screenings and other crop by-products produced from treated fields must be disposed of in such a way that they cannot be distributed or used for food or feed.
5. Producers of carrot seed who use this product, or cause the product to be used on a field they operate, are required to inform, in writing, conditioners receiving seed produced on fields treated with ORTHENE 75S. A copy of the labeling must be given by the producer to the conditioner. Processed seed must be labeled "Not for human or animal consumption".
6. For use only on fields in production of carrot seed. No portion of the treated field including, but not limited to seed, seed screenings, and carrot waste, may be used for human or animal feed. Do not graze livestock animals on treated areas.

DISCLAIMER, RISKS OF USING THIS PRODUCT, LIMITED WARRANTY AND LIMITATION OF LIABILITY

IMPORTANT: Read the entire Label including this Disclaimer, Risks of Using this Product, Limited Warranty, and Limitation of Liability before using this product. If the terms are not acceptable THEN DO NOT USE THE PRODUCT; rather, return the unopened product within 16 days of purchase for a refund of the purchase price.

RISKS OF USING THIS PRODUCT

The Buyer and User (referred to collectively herein as "Buyer") of this product should be aware that there are inherent unintended risks associated with the use of this product which are impossible to eliminate. These risks include, but are not limited to, injury to plants and crops to which this product is applied, lack of control of the target pests or weeds, resistance of the target pest or weeds to this product, injury caused by drift, and injury to rotational crops caused by carryover in the soil. Such risks of crop injury, non-performance, resistance or other unintended consequences are unavoidable and may result because of such factors as weather, soil conditions, disease, moisture conditions, irrigation practices, condition of the crop at the time of application, presence of other materials either applied in the tank mix with this product or prior to application of this product, cultural practices or the manner of use or application, (or a combination of such factors) all of which are factors beyond the control of Valent. The Buyer should be aware that these inherent unintended risks may reduce the harvested yield of the crop in all or a portion of the treated acreage, or otherwise affect the crop such that additional care, treatment and expense are required to take the crop to harvest. If the Buyer chooses not to accept these risks, THEN THIS PRODUCT SHOULD NOT BE APPLIED. By applying this product Buyer acknowledges and accepts these inherent unintended risks AND AGREES THAT ALL SUCH RISKS ASSOCIATED WITH THE APPLICATION AND USE ARE ASSUMED BY THE BUYER.

Valent shall not be responsible for losses or damages (including, but not limited to, loss of yield, increased expenses of farming the crop or such incidental, consequential or special damages that may be claimed) resulting from use of this product in any manner not set forth on the label. Buyer assumes all risks associated with the use of this product in any manner or under conditions not specifically directed or approved on the label.

LIMITED WARRANTY

Valent warrants only that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the label, under average use conditions, when used strictly in accordance with the label and subject to the Risks of Using This Product as described above. EXCEPT AS SET FORTH ABOVE, VALENT MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. No agent or representative of Valent or Seller is authorized to make or create any other express or implied warranty.

LIMITATION OF LIABILITY

In no event shall Valent or Seller be liable for any incidental, consequential, indirect or special damages resulting from the use or handling of this product. The limitation includes, but is not limited to, loss of yield on all or any portion of the treated acreage, increased care, treatment or other expenses required to take the crop to harvest, increased finance charges or altered finance ratings, emotional or mental distress and/or exemplary damages. THE EXCLUSIVE REMEDY OF THE BUYER, AND THE EXCLUSIVE MAXIMUM LIABILITY OF VALENT OR SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT SHALL BE THE RETURN OF THE PURCHASE PRICE OF THIS PRODUCT OR, AT THE ELECTION OF VALENT OR SELLER, THE REPLACEMENT OF THE PRODUCT.

PROMPT NOTICE OF CLAIM

Valent must be provided notice as soon as Buyer has reason to believe it may have a claim, but in no event later than twenty-one days from date of planting, or twenty-one days from the date of application, whichever is latter, so that an immediate inspection of the affected property and growing crops can be made.

If Buyer does not notify Valent of any claims, in such period, it shall be barred from obtaining any remedy.

NO AMENDMENTS

Valent and Seller offer this product, and Buyer accepts it, subject to the foregoing Disclaimer, Risks of Using This Product, Limited Warranty and Limitation of Liability, which may not be modified by any oral or written agreement.

Follow all applicable directions, restrictions and precautions on the EPA-registered label.

This label and the EPA Registered label must be in the possession of the user at the time of mixing and pesticide application.

FIFRA § 24(c) Registrant: VALENT U.S.A. Corporation
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